



Facilities

Turner USD 202

**Facilities and Grounds
5800 Metropolitan
Kansas City, KS 66106
November 11, 2024**

Request for Proposal

(This is not an order)

Invitation Number 241111

Opening:	Time:	10:00 am
	Date:	Monday November 25, 2024
On-Site Pre-Bid Meeting:	Time:	
	Date:	Please schedule with Facilities Supervisor
	Location:	913-288-3722

Turner Unified School District 202 Board of Education invites your proposal for:

Fence Replacement at Steineger Ball Field and Sixth Grade Academy

Opening will be held at:

Turner USD 202
FGM Building
5800 Metropolitan
Kansas City, KS 66106

We look forward to receiving your proposal.

Sincerely,

Chris Crockett
Facilities and Grounds Supervisor
Turner USD 202
913-288-3721

Turner USD No. 202
RFP 241111 Fence Replacement at Steineger Ball Field and Sixth Grade Academy

GENERAL TERMS

Written Contract

Unless a written contract is specified in the Specific Terms of the proposal documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

Non-Discrimination

Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Compliance Report and Plan of Action for Contractors

Successful contractors may be required to fill out the "Compliance Report and Plan of Action for Contractors" Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

Alternate Proposals

There will be no alternate proposals or exclusions.

Contractor's Representation

Each Vendor, by making his proposal, represents:

- 1) That they have read and understand the Drawings and Specifications.
- 2) That they have carefully examined all documents pertaining to the project's scope of work requirements, and shall provide and install in a professional manner, all materials, labor, equipment, freight, etc. resulting in the final intent of the project, as represented by the drawings and specifications.
- 3) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 –
 - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 4.) That they have visited the site, where the performance of the work is to occur and have familiarized themselves with all existing conditions of the scope of work.

Proposal Withdrawal

A proposal may be withdrawn by written, faxed, or other documented means if received by the owner from the vendor prior to the time fixed for proposal receiving. Faxed proposal withdrawal requests will be accepted only if vendor confirms by telephone that the faxed request was received by Owner prior to the proposal opening time.

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Extension Errors

In the case of an obvious error in the extension of prices in a Bid Proposal the contractor may either honor the bid presented or the bid may be determined as unresponsive and the bid will then be withdrawn.

Pricing Period

Bids submitted shall remain valid for a period of 90 days.

Rejection of Proposals

The Vendor acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a contractor who is not qualified in the opinion of the School District, to perform within the proposal specification. The School District reserves the right to reject a proposal if the contractor failed to furnish any required bond or security, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete/irregular.

Conflicting Terms

Whenever there is an apparent conflict between General Terms and the Specific Terms, the Specific Terms shall prevail.

Point of Delivery

All materials for this project should be shipped directly to the building where the performance of work is being conducted.

Refusal of Goods

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and, unless so stated, is not meant to preclude the submission of the proposals for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications. All materials, systems, and equipment being considered by the Bidders, and differing from the Basis of Design, shall be approved by the Owner, prior to November 22, 2024 by means of an approved written product substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. The Owner Representatives signature shall be attached thereto any approved substitution request form.

Payment

The Contractor must file a claim for payment by the 1st of the month prior to the second Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education. 10% retainage will be held from the total balance of the overall cost until the project is complete and Owner's representative has approved.

Sales Tax

Sales tax will not be charged on School District's purchases. When materials are purchased by a contractor for use on a school district project, the School District will obtain an exemption certificate number from the State Tax Division. Proper tax exemption certificates will be issued by the School District and the Contractor shall extend certificates to all suppliers, and keep a record of same. Contractor is responsible for requesting this document from the Turner Facilities Department.

Turner USD No. 202
RFP 241111 Fence Replacement at Steineger Ball Field and Sixth Grade Academy

SUBMITTAL TERMS

Document Identification

Proposals must be submitted in a sealed envelope with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be received by the bid date and time indicated and shall be addressed to:

Turner USD No. 202
Facility Supervisor
Attn: Chris Crockett
5800 Metropolitan
Kansas City, KS 66106

The School District shall accept no responsibility for the accidental premature opening or failure to open a proposal which is not identified as stated above.

Email Proposals

The School District will allow a Bid to be submitted by email. (When a vendor chooses to send an emailed proposal the vendor waives their right to a sealed proposal.) When an emailed proposal is received it will be printed and placed in an envelope. The envelope will be marked with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. The emailed proposal will be opened along with the sealed proposals received at the normal proposal opening time.

The emailed proposal should be sent to: crockettc@turnerusd202.org it is strongly recommended to follow the email with a call to Shannon Schmitt at 913-288-3722 to verify that it was received. The email must be time stamped prior to the date and time of the bid opening.

Late Proposals

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

Amendments by School District

Amendments to the proposal by the School District will be made by the Facility Supervisor and will be in writing.

Bid Bond

A 5% bid bond is required on any proposal equal to or exceeding \$100,000.00 and are due at the time the bid is awarded to the contractor by the Turner USD 202 Board of Education.

SPECIFIC TERMS

Factory New

All goods, products, materials, and equipment pursuant to this proposal shall be factory new and unused.

Safety Standards

Material must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

Substitutions

Any "or equal" substitutions must be demonstrated to the School District's Facility Supervisor. All materials and equipment being considered by the Bidders, and differing from the Base of Design, shall be approved by the Owner Representative prior to November 22, 2024 by means of an approved written product on the substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. With the Owner's, Architect's, or Engineer's signature shall be attached thereto any approved substitution request form.

Liquidated Damages

There will be no liquidated damages on this project.

Warranty

Submitted proposals must include a one-year warranty on workmanship, and a two year warranty on equipment, materials, and fixtures.

Award of Proposals

It is the intention of the school district administration to make a decision regarding the Award of the Project by Wednesday December 4, 2024.

Information regarding proposal awards will be made available to contractors on Wednesday December 4, 2024 or thereafter.

SPECIFICATIONS

Includes Demo of existing material and replace with 6' tall, black chain link with top rail and bottom tension wire. Terminal posts to be 3" diameter set 3' deep by 12" wide in concrete. Line posts to be 2.5" diameter set 3' deep by 9" wide in concrete. Including multiple 20' wide by 6' tall cantilever slide gate with nylon rollers and latches. This is all one for one replacement as described in the onsite meeting with TUSD 202 Supervisor of Facilities, Chris Crockett.

GENERAL

DELIVERY, STORAGE, AND HANDLING

- A. **Storage and Protection:** The Contractor awarded this project is responsible for the protection of any materials, tools and/or equipment on site. The contractor shall hold harmless Turner USD 202 and/or employee, volunteer or representative.
- B. **Hold Harmless:** The above named group, person, or organization agrees to indemnify and hold harmless Turner USD 202, it's officers, agents, servants, board members, and employees from any and all liability of whatever kind of nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

Insurance:

- A. The following minimum coverage shall apply to this contract:
 - (a) **Workers' compensation and employers' liability:** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required.
 - (b) **General Liability:** \$2,000,000.00 per occurrences.
 - (c) **Automobile liability:** \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.
 - (d) The successful bidder must present to the Owner, prior to award, evidence of general liability insurance without any exclusionary clauses that would void the general liability coverage
 - (e) Owner, Architect and Engineer shall be added as an additional insured.

RFP 241111 Fence Replacement at Steineger Ball Field and Sixth Grade Academy

VENDOR'S RESPONSE

RFP 241111 Fence Replacement at Steineger Ball Field and Sixth Grade Academy

Having carefully examined the specifications, the undersigned proposes the following:

Name of Vendor _____

Address _____

City _____ **State** _____ **Zip** _____

Telephone Number _____ **Date** _____

Submitted by: _____

Signature: _____

**Proposal Opening, 10:00 am Monday 11/25/2024
5800 Metropolitan Ave. Kansas City, KS 66106**

Lump Sum Total for both projects: \$ _____

Written Dollar Amount for Both Projects _____



Empire Netting & Fence

PO Box 553

Waverly, NE 68462

402.682.7658

Solutions for all your fence and netting needs!

Project: Turner USD

Location: Kansas City, Kansas 66106

Contact: Turner Schools

Date: 11.25.24

Scope of Work:

Provide and install:

Varsity Softball Field

± 660 LF of 6' tall, black chain link fencing with top rail and bottom tension wire.

Terminal and gate posts to be 3" diameter set 3' deep by 12" wide in concrete footings.

Line posts to be 2.5" diameter set 3' deep by 10" wide in concrete footings.

Includes 1 – 12' wide by 6' tall double drive gate with bulldog hinges and strong-arm latch.

TOTAL: \$33,635.00

Customer Signature

_____ K24623 Sean Cords _____

Empire Representative

Please review the attached Terms & Conditions and Exclusions documents prior to signing. Thank you for your business!



Empire Netting & Fence
PO Box 553
Waverly, NE 68462
402.682.7658

Solutions for all your fence and netting needs!

Standard Notes & Exclusions – Unless otherwise noted

- No surveying and / or staking included
- No grading, grubbing, clearing, or staking of fencing location lines
- Retainage will not apply to temporary fencing
- Sleeves or sonotubes are not provided
- Mow curb/strip are not provided
- Providing, running, or installation of electrical or conduit is not included
- Installing of grounding or components is not included
- Not responsible for cable locating in post tension construction
- Providing or installing of rebar in concrete footings is not included
- No project specific employee background, drug screening or DMV history will be added if required.
- No demo or removal of any existing fences or structures
- Not responsible for compliance with local zoning or regulations
- Not responsible for obtaining permits or inspection
- No bid bond and performance bond
- No engineer's report
- Prevailing, union, or Davis-Bacon wages are not included
- No rock drilling and/or core drilling
- Private utilities to be located by others in accordance with state standards. In the event these utilities are damaged because of improper locating Empire Netting & Fence will not be responsible for damages and associated costs.
- No removal of hazardous materials
- Not responsible for damages caused by others
- Hydrovac is not included
- Not responsible for removal of hidden or unforeseen debris discovered during digging or drilling

Payment Terms:

- By accepting this proposal as indicated by my signature, I acknowledge the scope of work to be completed, understand all proposal notes, and guarantee payment according to the terms set forth in this proposal.
- Estimate is valid for 15 days
- Additional fees will be added for special billing processes such as Textura and Avetta. Fees will be submitted as a change order.

Terms & Conditions

1. **Terms and Acceptance.** By signing this proposal, the Buyer has completely reviewed and agreed with the prices, specifications and the Buyer is authorizing Empire Netting & Fence to complete the specified work. If not signed by the Buyer, Seller shall have no obligations under this agreement.
2. **Payment Terms.** Balance due within 15 days of completion. If payment is withheld without approval, the contract amount will increase by 5%. Services and handling charges of 1.5% per month, 18% per annum applies to delinquent accounts that are not paid within the 15 days of project completion.



Empire Netting & Fence

PO Box 553

Waverly, NE 68462

402.682.7658

Email: info@empire-fence.com

Solutions for all your fence and netting needs!

3. **Warranties.** Empire Netting & Fence, as fence contractor for the above referenced project does hereby warrant that for a period of one year from the date of project completion, the work will remain free from all defects in workmanship and materials, except as noted below. This warranty is extended to the original owner and is non-transferrable. No warranty will be applied to any fence projects, or portions of work which are repairs or add-ons to existing fences, railings, netting, or posts, and do not involve completely new fence installations. Seller does not warranty damage to the materials installed caused by excessive irrigation, failure to keep fences free of excessive vegetation, soil contraction due to insufficient hydration or other causes. Seller uses only prime lumber materials but makes no warranty that wood products will not naturally warp or split over time. If you require repairs, to a fence or structure constructed with wood products, which are due to warping, splitting, or any other natural characteristic of wood, labor charges will apply. Although Seller generally purchases lumber materials from the same sources to ensure consistency, we do not guarantee consistency in coloration. If any person, firm or corporation other than Seller, performs or attempts to perform any repairs, modifications, or other changes to the completed work, then this warranty will become null and void. Some fence material including ornamental steel and aluminum, and vinyl fence products, have a manufacturer's warranty which may apply for periods longer than that of the Seller.
4. **Returns.** Goods cannot be returned without Seller's prior agreement and permission. If Seller authorizes a return, Buyer is responsible for return freight and a 15% minimum restocking fee.
5. **Modifications.** This bid is based off documents provided, any deviation in material or services may require adjustment to time, material, and cost. Change orders will be submitted to the Buyer and performed only after Buyer approval and signature. All modifications shall be in writing and shall be affixed to the original bid.
6. **Claims.** Buyer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Buyer agrees or allows Empire Netting & Fence to locate the fence within 18 inches of buried utilities. Buyer agrees to defend, hold harmless and indemnify Empire Netting & Fence against all claims, liabilities and expenses for trespass and damage arising out of location of said fence, railing, bollards, posts, and netting.
7. **Installation.** All installations shall be performed by the Seller. If any person, firm or corporation other than Empire Netting & Fence performs or attempts to perform any repairs, then the warranty will be null and void. Changes to installation of fencing, netting, bollards, gates, railings, or any materials agreed upon between the Buyer and Seller, due to varying ground and structure conditions are not the responsibility of the Seller.
8. **Delays.** This contract is subject to Seller's ability to obtain some or all the materials from remote manufacturers or suppliers within the time estimated on the Bid. Seller shall be diligent to obtain all materials but shall not be liable for any delay in delivery or shipment of the Materials or any part or portion thereof arising from the cause wholly or partly beyond Seller's control. Seller will not be responsible for any costs incurred for delays caused by Buyer, owner, Architect, inclement weather, site accessibility or any conditions beyond the control of Seller. Agreed upon installation dates is based on site availability and receiving all necessary approved drawings.
9. **Force Majeure.** In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer services; it being understood that the Buyer shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
10. **40-hour Work Week.** The regular work week for a full-time employee is Monday through Friday 7:00 AM to 4:00 PM, 40 hours.
11. **Hidden or Changed Conditions.** Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner, subject to the terms and conditions of this contract.



Empire Netting & Fence
PO Box 553
Waverly, NE 68462
402.682.7658

Solutions for all your fence and netting needs!

Project: Turner Sixth Grade
Location: Kansas City, MO
Date: 11/24/24

Scope of Work:

Remove:

Remove existing 4' and 6' chain link and gates and replace with new 6' chain link fence and gates.

Provide and install:

± 510 LF of 6' tall black chain link fencing with top rail and bottom tension wire.

Terminal posts to be 3" diameter set 3' deep by 12" wide in concrete.

Line posts to be 2.5" diameter set 3' deep by 10" wide in concrete.

Includes core drilling for posts.

Includes 2 – 24' wide by 6' tall cantilever slide gate.

Includes 1 – 10' wide by 6' tall swing gate.

TOTAL: \$30,830.00

Customer Signature

Empire Representative

Please review the attached Terms & Conditions and Exclusions documents prior to signing. Thank you for your business!



Empire Netting & Fence

PO Box 553

Waverly, NE 68462

402.682.7658

Solutions for all your fence and netting needs!

Standard Notes & Exclusions – Unless otherwise noted

- No surveying and / or staking included
- No grading, grubbing, clearing, or staking of fencing location lines
- Retainage will not apply to temporary fencing
- Sleeves or sonotubes are not provided
- Mow curb/strip are not provided
- Providing, running, or installation of electrical or conduit is not included
- Installing of grounding or components is not included
- Not responsible for cable locating in post tension construction
- Providing or installing of rebar in concrete footings is not included
- No project specific employee background, drug screening or DMV history will be added if required.
- No demo or removal of any existing fences or structures
- Not responsible for compliance with local zoning or regulations
- Not responsible for obtaining permits or inspection
- Prevailing, union, or Davis-Bacon wages are not included
- No bid bond and performance bond
- No engineer's report
- No rock drilling and/or core drilling
- Private utilities to be located by others in accordance with state standards. In the event these utilities are damaged because of improper locating Empire Netting & Fence will not be responsible for damages and associated costs.
- No removal of hazardous materials
- Not responsible for damages caused by others
- Hydrovac is not included
- Not responsible for removal of hidden or unforeseen debris discovered during digging or drilling

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Email: info@empire-fence.com

Solutions for all your fence and netting needs!

3. **Warranties.** Empire Netting & Fence, as fence contractor for the above referenced project does hereby warrant that for a period of one year from the date of project completion, the work will remain free from all defects in workmanship and materials, except as noted below. This warranty is extended to the original owner and is non-transferrable. No warranty will be applied to any fence projects, or portions of work which are repairs or add-ons to existing fences, railings, netting, or posts, and do not involve completely new fence installations. Seller does not warranty damage to the materials installed caused by excessive irrigation, failure to keep fences free of excessive vegetation, soil contraction due to insufficient hydration or other causes. Seller uses only prime lumber materials but makes no warranty that wood products will not naturally warp or split over time. If you require repairs, to a fence or structure constructed with wood products, which are due to warping, splitting, or any other natural characteristic of wood, labor charges will apply. Although Seller generally purchases lumber materials from the same sources to ensure consistency, we do not guarantee consistency in coloration. If any person, firm or corporation other than Seller, performs or attempts to perform any repairs, modifications, or other changes to the completed work, then this warranty will become null and void. Some fence material including ornamental steel and aluminum, and vinyl fence products, have a manufacturer's warranty which many apply for periods longer than that of the Seller.
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8. **Delays.** This contract is subject to Seller's ability to obtain some or all the materials from remote manufacturers or suppliers within the time estimated on the Bid. Seller shall be diligent to obtain all materials but shall not be liable for any delay in delivery or shipment of the Materials or any part or portion thereof arising from the cause wholly or partly beyond Seller's control. Seller will not be responsible for any costs incurred for delays caused by Buyer, owner, Architect, inclement weather, site accessibility or any conditions beyond the control of Seller. Agreed upon installation dates is based on site availability and receiving all necessary approved drawings.
9. **Force Majeure.** In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer services; it being understood that the Buyer shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
10. **40-hour Work Week.** The regular work week for a full-time employee is Monday through Friday 7:00 AM to 4:00 PM, 40 hours.
11. **Hidden or Changed Conditions.** Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner, subject to the terms and conditions of this contract.